

## **KING COUNTY RIGHT-OF-WAY USE AUTHORIZATION IN THE CITY OF REDMOND, WASHINGTON**

THIS RIGHT OF WAY USE AUTHORIZATION ("Agreement" or "Right of Way Use Authorization") is entered into, by and between the City of Redmond, a municipal corporation ("City") and King County, a home rule charter county ("County"), hereinafter referred to individually as "Party" or collectively as the "Parties." The effective date of this Agreement shall be the date that the last Party executes this Agreement ("Effective Date").

WHEREAS, the County has requested continued use of City-owned rights of ways (also referred to herein as "public ways") to install, operate, and maintain certain public transit facilities including but not limited to passenger facilities present at King County Metro Transit bus stops identified in **Attachment A** attached hereto and made a part hereof ("Transit Facilities" and individually as "Transit Facility"); and

WHEREAS, the City represents that it has the authority to grant, issue or deny use of its rights of way; and

WHEREAS, while the City regulates non-City construction within its rights of way through a Right of Way Use Permit (hereafter defined), a Right of Way Use Permit does not authorize continuing use of City rights of way to operate and maintain the constructed improvement; and

WHEREAS, the City desires that the County enter into this Agreement, which grants the County the right to continued use of the City's public ways and specifying the terms and conditions under which this continued use may be made;

NOW, THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

### Section 1. Authority Granted.

A. The City hereby grants to the County, and its successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege, and authority to occupy and use City public ways to operate, maintain, replace, and use the Transit Facilities described in **Attachment A** and as it may hereafter be amended per the terms of this Agreement. The County is authorized to place new Transit Facilities in, under, on, across, through, along, or below (but not over or above) the public ways of the City; provided, however, that the County shall apply for and obtain all necessary land use permits and approvals, including, if applicable, a right-of-way use permit pursuant to Chapter 12.08 RMC as may be amended ("Right-of Way Use Permit"), prior to installation of any new Transit Facility. Right of Way Use Permits will be subject to the terms in **Attachment B** hereto unless such terms are modified or waived by the Redmond Public Works Director. In addition, the County shall apply for and obtain all necessary land use permits and approvals, including, if applicable, a Right-of-Way Use Permit, prior to repair (for which a permit is normally required) or replacement of any and all Transit Facilities. However, in the event of an unexpected repair or other emergency, the County may commence such repair and emergency response work as required under the circumstances, provided the County shall notify

the City as promptly as possible, before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable.

B. Periodically, the Parties shall amend **Attachment A** to add Transit Facilities that have been approved for installation after the Effective Date of this Agreement and other Transit Facilities that the Parties agree should be added to **Attachment A**, to reflect relocation of Transit Facilities per **Section 6** of this Agreement, or to remove Transit Facilities for which the County has decided to permanently close or the City has revoked authorization or that the Parties agree should be removed from **Attachment A**. The City or the County may initiate the amendment process by providing the other Party with a proposed, revised **Attachment A**.

Section 2. Authority Limited to Occupation of Public Ways. The authority granted herein is a limited authorization to occupy and use specific public rights of way of the City to construct, operate, maintain, replace, and use the Transit Facilities described in **Attachment A**. This Right-of-Way Use Authorization does not and shall not convey any right to County to install its facilities on, under, over, across or to otherwise use City real properties of any kind outside of the areas shown on or described in **Attachment A**. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the public ways of the City to the County. No substantive expansions, additions to or modifications or relocation of any of the Transit Facilities shall be permitted without first having received prior authorization from the City.

Section 3. General Conditions, and Provisions

A. **Safety Requirements:** The County in accordance with applicable federal, state, and local safety requirements shall, at all times, employ reasonable and ordinary care and shall install and maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public and/or workers. All structures and all lines, equipment and connections in, over, under, and upon the public ways permitted by this Right-of-Way Use Authorization, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair. The City reserves the general right to see that the County's facilities are constructed and maintained in a safe condition. If a violation of the National Electrical Safety Code or other applicable regulation is found to exist by the City, the City will, after discussions with the County establish a reasonable time for the County to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself or have them made and collect all reasonable costs thereof from the County.

B. **Police Power:** The County acknowledges that its rights hereunder are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, it being understood that such exercise must be done in accordance with applicable law and be related to use and management of the public ways.

C. **Rules and Regulations by the City:** In addition to the inherent powers of this City to regulate and control any right of way use authorization and those powers expressly reserved by

the City, or agreed to and provided for in any right of way use authorization, the City hereby reserves the right and power to adopt such additional, generally applicable regulations as it may find necessary to manage the public ways, giving due regard to the rights of the County.

D. **Interference with the Public Ways:** The County may not locate or maintain its Transit Facilities so as to unreasonably interfere with the use of the public ways by the City, by the general public or other persons authorized to use or be present in or upon the public ways. All Transit Facilities shall be moved by the County at its own cost, temporarily or permanently, as determined by the Public Works Director and further described in **Section 6** herein. The Parties agree that as of the Effective Date they are not aware of any Transit Facilities listed in **Attachment A** that violate the prohibitions of this **Section 3(D)**.

E. **Damage to Property:** Except as authorized by this Agreement or by law, the County shall not take any action or permit any action to be done that may impair or damage any City property, public ways, other ways or other property, whether publicly or privately owned, located in, on or adjacent thereto.

Section 4. Term of Agreement. The term of this Agreement shall be in perpetuity unless either Party chooses to terminate per other terms of this Agreement.

Section 5. Non-Exclusive Grant. This Agreement shall not in any manner prevent the City from entering into other similar agreements or franchises in, under, on, across, over, through, along or below any public ways of the City or other City-owned properties, nor from exercising such other powers and authorities granted to the City by law as long as the grant resulting from the exercise of this power does not conflict with the terms and conditions of this Agreement and does not unreasonably interfere with the County's exercise of the privileges granted to it by the City. Further, this Agreement shall in no way prevent or prohibit the City from using any of its public ways or other City-owned properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvements, and dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new public ways and other City-owned properties of every type and description as long as the City's exercise of its power is consistent with the terms and conditions of this Agreement and does not unreasonably interfere with the County's exercise of the privileges granted to it by the City. The City reserves the right to delegate its authority for right of way use authorization and right of way use permit administration to a designated agent.

Section 6. Relocation of Facilities.

A. The County agrees and covenants at its sole cost and expense, to protect, support, relocate, temporarily disconnect, or remove from any public ways any of its Transit Facilities when so required by the Public Works Director by reason of traffic conditions and public safety, dedications of new public ways and the establishment and improvement thereof, widening and improvement of existing public ways, street vacations, freeway construction, change or establishment of street grade; provided, that the County shall in all such cases have the privilege to

temporarily bypass, at a location approved by the Public Works Director, any section of cable or any other facility required to be temporarily disconnected or removed.

B. Upon request of the Public Works Director and in order to facilitate the design of City street and right-of-way improvements, the County agrees, at the County's sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose Transit Facilities in a project area, for inspection so that the location of the same may be taken into account in an improvement design. The decision as to whether the Transit Facilities need to be relocated in order to accommodate the City's improvements shall be made by the Public Works Director upon review of the location and construction of the Transit Facility.

C. If the Public Works Director determines that a project necessitates relocation of a Transit Facility, the City shall:

1. Within a reasonable time, which shall be no less than 120 calendar days, prior to the commencement of such improvement project, provide the County with written notice requiring such relocation; provided, however, that in the event of an emergency posing a threat to the public safety or welfare, or in the event of an emergency beyond the control of the City and which will result in severe financial consequences to the City, the City shall give the County written notice as soon as practicable; and

2. Along with the notice, provide the County with copies of pertinent information for such improvement project, including the proposed commencement date, and a proposed new location for the County's facilities in order to accommodate such improvement project.

D. After receipt of such notice and such pertinent information, the County shall either: Completely relocate that Transit Facility at no charge or expense to the City so as to accommodate the City improvement project at least ten (10) calendar days prior to commencement of the project; or remove the Transit Facility altogether and close any and all service that the County may provide to that Transit Facility.

E. The County may, after receipt of written notice requesting a relocation of its Transit Facility, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the County in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Transit Facility. If so requested by the City, the County shall submit additional relevant information to assist the City in making such evaluation. The City shall give each alternative proposed by the County full and fair consideration, within a reasonable time so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the County shall relocate its Transit Facility in the location proposed by the City or remove its Transit Facility.

F. The County will indemnify, hold harmless, and pay the costs of defending the City against any and all claims, suits, actions, damages, or liabilities for delays on City construction

projects caused by or arising out of the failure of the County to relocate or remove its Transit Facilities in a timely manner; provided, that the County shall not be responsible for damages due to delays caused by circumstances beyond the control of the County. Pursuant to **Section 22**, the indemnity provisions of this **Section 6** shall survive the expiration, revocation, or termination of this Agreement.

**Section 7. Undergrounding of Facilities.**

A. The undergrounding requirements of this **Section 7** shall apply where the County's facilities consist of cable or any other facilities that are capable of being placed underground. This **Section 7** shall not apply to Transit Facilities that are required to remain above ground in order to be functional; provided, however, all other facilities and equipment capable of being installed underground must be undergrounded by the County if required to do so pursuant to this **Section 7**. The Parties agree that as of the Effective Date they are not aware of any Transit Facilities listed in **Attachment A** that violate the prohibitions of this **Section 7(A)**.

B. For Transit Facilities installed after the Effective Date, unless otherwise agreed upon by the Parties, the County shall not be permitted to run or suspend wires, cables or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the City.

C. Whenever the City requires the undergrounding of above-ground and/or aerial utilities in any area of the City without the payment by the City of costs under any tariff, the County also shall underground its above-ground and/or aerial Transit Facilities in the manner specified by the City, concurrently with the utilities. The location of any such Transit Facilities relocated underground shall be approved by the City. The County shall underground its facilities at its own expense, but the County is encouraged to contact and agree with others so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular facility are borne fairly and proportionately by all involved in the underground project. Nothing in this Paragraph 7.C shall be construed as requiring the City to pay any costs of undergrounding any of the County's facilities.

**Section 8. The County's Maps and Records.** Within sixty (60) days after any Transit Facility construction is complete, the County shall provide the City with complete, updated plan sets, drawn to scale and depicting the horizontal and vertical location and configuration of all Transit Facilities constructed pursuant to the right-of-way use permit. These plans, maps, and records shall be provided at no cost to the City.

**Section 9. Work in the Public Ways.** Should the County desire to place new Transit Facilities in, under, on, across, through, along, or below the public ways of the City, the Parties agree that in addition to the County's application for the necessary land use permits and approvals, as applicable, a Right-of-Way Use Permit shall be issued with the terms in **Attachment B** and such other terms and conditions as may be imposed under the process set forth in **Attachment B**.

Section 10. Restoration after Construction. The County shall, after installation, construction, relocation, maintenance, removal, or repair of its Transit Facilities within the public ways, whether or not such work is covered by a Right of Way Use Permit, restore said public ways and any other City-owned property on or near which the Transit Facilities are located that may be disturbed by the work, to at least the same condition the public way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance, removal or repair. The Public Works Director shall have final approval of the condition of such public ways and City-owned property after restoration, whose approval shall not be unreasonably withheld, conditioned or delayed. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, state and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The County agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the public ways or other affected area at its sole cost and expense according to the time and terms specified in the Right-of-Way Use Permit issued by the City, if applicable. In the event the County does not repair a right-of-way or an improvement in or to a right-of-way, after the City provides the County notice of the defect to be cured and allowing the County sixty (60) calendar days in which to repair the defect, the City may repair the damage and shall be reimbursed within thirty (30) calendar days of submitting an invoice to the County.

Section 11. Dangerous Conditions, Authority for City to Abate.

A. The County shall, at its own expense, maintain its Transit Facilities in a safe condition, in good repair according to then current King County Transit maintenance standards, and shall not cause or create any dangerous, noxious or offensive condition that could create a hazard or undue vibration, heat, noise or any interference with City services.

B. If the condition of any Transit Facility is causing or contributing to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or to endanger the public, street utilities, or City-owned property, then the Public Works Director may direct the County, at the County's own expense, to take action to restore that Transit Facility to a condition that does not impair lateral support or endanger the public, street utilities, or City-owned property. Such action may include a directive to comply within a prescribed time, such time to be commercially reasonable under the circumstances.

C. If the County fails or refuses to restore its Transit Facility as directed, or if emergency conditions exist which require immediate action, then the City may enter upon the property and take such actions as are necessary to restore that Transit Facility or alleviate the identified emergency conditions; and the County shall be liable to the City for the costs thereof.

Section 12. Permit Fees. The County shall be subject to all permit fees associated with activities undertaken through the authority granted in this Agreement or under the laws of the City. The Parties agree that as of the Effective Date no permit fees are presently due for the Transit Facilities listed in **Attachment A**.

Section 13. Legal Relations.

A. The Parties understand and agree that this Agreement is solely for their benefit and gives no right to any other person or entity. No joint venture, agent-principal relationship or partnership is formed as result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

B. Each Party shall comply and shall ensure that its contractors and subcontractors comply with all federal, state and local laws, regulations, and ordinances applicable to work and services to be performed under this Agreement.

C. Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

D. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal or equitable action arising under this Agreement. Provided, that the Parties may not pursue any such action until the dispute resolution process in **Section 21.C** is concluded.

E. All of the provisions, conditions, regulations and requirements contained in this Agreement shall further be binding upon the Parties' respective successors, administrators, legal representatives and assigns of the County and the City.

Section 14. City Costs; Billing. In each instance when the terms of this Agreement require the County to pay for City costs, then the time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide the County with the City's itemization of costs at the conclusion of each project for information purposes.

Section 15. Coordination of Construction. The County shall coordinate its construction activities and joint trenching activities with the City and other authorized users of the public ways. By February 1st of each year, the County shall provide the City with a schedule of its proposed construction activities in, around, or that may affect public ways. The County shall also meet with the City and other approved users of the public ways monthly, quarterly, or as determined by the City to schedule and coordinate construction activities within the public ways. The City's Public Works Director shall coordinate all construction locations, activities, and schedules to minimize public inconvenience, disruption, or damage to the public ways. Notwithstanding any express or implied "time is of the essence" provision contained in this Agreement, inadvertent failure by the County to provide this information by February 1<sup>st</sup> of each year shall not constitute a material default.

Section 16. Indemnification.

A. Each Party shall defend, indemnify, and hold harmless the other Party, its elected officials, officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or award of damages, to the extent arising out of or in any way resulting from each Party's own negligent or intentional acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omission of its own employees and agents. Each Party agrees that its obligations under this **Section 16.A** extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The forgoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon.

B. Pursuant to **Section 22**, the provisions of this **Section 16** shall survive the termination of this Agreement.

Section 17. Insurance.

A. The County will maintain at all times during the term of this Agreement, satisfactory insurance or self-insurance to protect against claims arising out of the County's exercise of the rights, privileges, and authority granted by this Agreement to the County, its agents, representatives, and employees. Such insurance or self-insurance shall include General Liability, Business Automobile Liability, Comprehensive Form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard, and Worker's Compensation in accordance with statutory requirements under Title 51 RCW. Any funds retained by the County for the purpose of satisfying any self-insurance obligation under this Paragraph 17.A shall be in an amount at least sufficient to provide coverage of \$2,000,000 per occurrence/aggregate.

B. The County shall require and cause its contractors of all tiers performing work within City rights-of-way to maintain insurance coverage as described above in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for each of the types of liability covered by such insurance. Insurance of contractors of all tiers shall be required to name the City and the County as an additional insured as to any work performed within City rights-of-way and must be confirmed by a certificate of insurance coverage prior to commencement of any work.

C. The County agrees to require its insurers and those of its contractors of every tier to waive subrogation rights against the City and the City's insurers.

D. It is understood and agreed that insurance and/or self-insurance provided by the County under this Agreement is not intended to and shall not limit or qualify the liabilities and



obligations assumed by the County or its contractors of any tier under their respective contracts or imposed by law or regulation.

Section 18. Abandonment and Removal of the County's Facilities. Upon the termination or revocation of the rights granted under this Agreement, the County shall remove all of its Transit Facilities from the public ways of the City within one hundred eighty (180) calendar days after the effective date of termination or revocation. Unless the County receives City's approval to do so, the County shall not be allowed to abandon any of its Transit Facilities by leaving them within the public ways of the City or upon City-owned property. If the City allows the Transit Facilities to be abandoned, they shall become the property and responsibility of the City.

Section 19. Termination.

A. Entire Agreement.

1. By Agreement of the Parties. Termination of this Agreement may occur after both Parties have met and agreed to the terms of the Termination. Notice of intent to terminate this Agreement shall be provided, in writing, at least one hundred eighty (180) calendar days in advance of intended date in order to allow the Parties to mutually meet regarding terms. Termination of this Agreement shall include a mutually agreed upon disposition of owned equipment.

2. By the City. Subject to the dispute resolution process in **Section 21.C**, all rights granted under this Agreement and associated Right-of-Way Use Permits may be revoked or forfeited for the following reasons, but only upon a majority vote of the City Council finding that the County has:

a. Constructed or operated Transit Facilities in the public ways without a Right-of-Way Use Permit;

b. Constructed or operated Transit Facilities at an unauthorized location;

c. Abandoned Transit Facilities in the public ways without authorization;

d. Failed to relocate or remove Transit Facilities as required;

e. Failed to pay undisputed compensation, fees or costs when and as due the City;  
or

f. Violated insurance, indemnification and restoration provisions of this Agreement.

B. Partial Termination. The City may revoke the County's rights under this Agreement with respect to a specific Transit Facility or to specific Transit Facilities, but only upon at least one hundred eighty (180) days prior notice.

Section 20. Modification. The City and the County may amend or modify the terms and conditions of this Agreement provided that both Parties agree to such alteration, amendment or modification.

Section 21. Remedies to Enforce Compliance.

A. Subject to the dispute resolution process set forth in Paragraph C of this **Section 21**, and in addition to other processes and remedies set forth herein, if the County shall fail to comply with any of the provisions of this Agreement, then the City may serve a written notice to the County ordering such compliance and except in an emergency situation, and the County shall have thirty (30) calendar days from the County's receipt of such notice in which to comply or, if a longer time is reasonably necessary, to begin diligent efforts to comply. In addition to any other remedy provided in this Agreement, the City reserves the right to pursue any remedy to compel or force the County and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from terminating this Agreement as provided in **Section 19**. Any remedies provided under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

B. The failure of the City or the County to insist upon strict performance of any of the covenants and agreements of this Right-of-Way Use Authorization or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or option.

C. **Dispute Resolution.** Except for the unilateral City actions authorized under **Subsection 11.C**, the Parties will work collaboratively in accordance with the following steps to resolve disagreements arising under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority with the Designated Representatives identified in **Section 25**. The Parties shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The Parties further agree that they may not seek relief under this Agreement in a court of law or equity until and unless each of the following procedural steps is exhausted; provided that if any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above, an action may be filed to preserve a cause of action while the dispute resolution process is underway.

**Step One: Notice.** Each Party shall notify the other in writing of any problem or dispute the Party believes needs formal resolution. This written notice shall include: (1) a description of the issue to be resolved; (2) a description of the difference between the Parties on the issue; and (3) a summary of steps taken by the Parties to resolve the issue.

**Step Two: Meet.** The Parties shall meet within three (3) business days of receiving the written notice and attempt to resolve the dispute.

**Step Three: Elevation.** If the Parties cannot resolve the dispute (and the dispute is not subject to some other formal appeal process) within fourteen (14) business days of first meeting to resolve the dispute, then they shall notify the City's Director of Public Works and the Director of the Transit Division of the County's Department of Transportation (or designees) of their

inability to resolve the dispute, and those officials or their designees shall meet or confer within 6 business days of receiving such notice and engage in good faith negotiations to resolve the dispute.

**Step 4: Negotiation between Elected Representatives.** If the City's Director of Public Works and the County Transit Division Director or designees cannot resolve the dispute (and the dispute is not subject to some other formal appeal process), then the City's Mayor or his/her designee and the King County Executive or his/her designee shall meet within fourteen (14) business days of receiving such notice and engage in good faith negotiations to resolve the dispute.

Section 22. Survival.

A. All of the provisions, conditions and requirements of **Sections 6(F), Relocation of Facilities; 9, Work in the Public Ways; 10, Restoration After Construction; 11, Dangerous Conditions; 16, Indemnification; 17, Insurance; 18, Abandonment and Removal of the County's Facilities; and 21, Remedies to Enforce Compliance**, shall be in addition to any and all other obligations and liabilities the County may have to the City at common law, by statute, or by contract; and subject to paragraphs (B) and (C) of this **Section 22**, each of those Sections shall survive the termination of this Agreement, or the termination of any renewals or extensions thereof.

B. The Parties agree that the following sections of this Agreement shall survive for so long as the County has any right, title, or interest in Transit Facilities in the City's right of way, but not longer: **Section 6(F), Section 9, Section 10, Section 11, and Section 18.**

C. The Parties agree that if this Agreement is terminated, expired, or revoked, and the County has removed its Transit Facilities from the City's right of way, or conveyed title to any remaining facilities to the City or a third party, or abandoned any facilities in place with the City's permission, such that the County has disposed of all of its right, title, and interest to any such Transit Facilities, then upon the County's completion of the last act necessary to effect such disposition the sections listed in Paragraph B of this **Section 22** shall be of no further force and effect.

Section 23. Non-Severability. Each term and condition of this Agreement is an integral part of the consideration given by each Party and as such, the terms and conditions of this Agreement are not severable. If any section, sentence, clause or phrase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Agreement shall terminate unless suitable replacement terms can be agreed to by the Parties.

Section 24. Assignment. The County may not assign or transfer this Agreement in whole or in part without the City's approval, such approval not to be unreasonably withheld, conditioned or delayed.

Section 25. Notice. Any notice or information required or permitted to be given to the Parties under this Agreement may be sent to the following addresses unless otherwise specified:

City:

City of Redmond  
Director of Public Works  
15670 N.E. 85th Street  
P.O. Box 97010  
Mail Stop 4NPW  
Redmond, WA 98073-9710

County:

King County Department of Transportation  
Metro Transit Division  
Manager, Transit Design and Construction  
.KSC-TR-0435  
201 S. Jackson St  
Seattle, WA 98104-3856

Section 26. Entire Agreement. Except for the terms and conditions of applicable future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Agreement constitutes the entire understanding and agreement between the Parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon execution of this Agreement. With respect to the area affected by this Agreement, this Agreement supersedes all previous agreements between the Parties, and any such agreements are hereby canceled.

Section 27. Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Agreement, the City shall not be liable for any damages or loss to the County by reason of such vacation. The City shall notify the County in writing not less than sixty (60) calendar days before vacating all or any portion of any such area. The City may, after sixty (60) calendar days written notice to the County, terminate this Agreement with respect to such vacated area.

Section 28. Compliance with All Applicable Laws. The County agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations. This Agreement is subject to ordinances of general applicability enacted pursuant to the City's police powers.

Section 29. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Agreement, the prevailing Party shall be entitled to recover all of its costs and expenses, including such sum as the Court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Section 30. Hazardous Substances. The County shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall the County allow any of its agents, contractors or any person under its control to do the same. The County will be solely responsible for and will defend, indemnify and hold the City, its agents and employees harmless from and against any and all direct claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property resulting from the County's use, storage, or disposal of hazardous substances or the use, storage or disposal of such substances by the County's agents, contractors or other persons acting under the County's control.

Section 31. Licenses, Fees and Taxes.

A. The County shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by the County; shall pay all license fees and public utility charges relating to the conduct of its business; shall pay for all permits, licenses and zoning approvals; and shall pay any other applicable tax unless documentation of exemption is provided to the City.

B. Nothing in this **Section 31** shall modify the County's right to contest any such tax, fee, or charge; and the County shall not be deemed to be in default if it chooses, in good faith, to contest the validity or amount of any such tax, fee, or charge.

C. The Parties agree that there are no fees, taxes, or charges presently due for permits, licenses or zoning approvals with respect to the Transit Facilities listed in **Attachment A** as of the Effective Date.

Section 32. Miscellaneous.

A. City and County respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Right-of-Way Use Authorization.

B. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

C. Where the context so requires, the singular shall include the plural and the plural includes the singular.

D. County shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by County by any person or entity.

E. Subject to the dispute resolution process set forth in **Section 21.C**, this Agreement may be enforced by either Party at both law and equity.

F. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

G. County acknowledges that, with respect to its Transit Facilities, it, and not the City, shall be responsible for compliance with all marking and lighting requirements of the FAA and the FCC. County shall indemnify and hold the City harmless from any fines or other liabilities caused by County's failure to comply with such requirements. Should the County or the City be cited by either the FCC or the FAA because a Transit Facility is not in compliance and should the County fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the


City may either terminate this Agreement immediately on notice to the County or proceed to cure the conditions of noncompliance at the County's expense.

H. The Parties understand and agree that this Agreement does not control, affect, alter, amend, or modify any term or condition of that separate agreement between them regarding the Rapid Ride Intelligent Transportation System; and the Parties further agree that the Rapid Ride Intelligent Transportation System agreement does not control, affect, alter, amend, or modify any term or condition of this Agreement.


Section 33. Attachments. The following attachments are a material part of this Agreement and are incorporated by this reference as if fully set forth herein:

- A. Map & List of the County's Transit Facilities in the City
- B. City's Application Procedure for Right of Way Use Permits

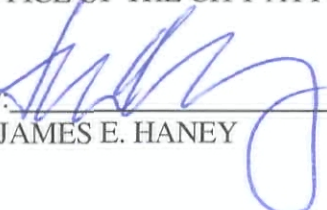
CITY OF REDMOND

  
\_\_\_\_\_  
John Marchione  
Mayor  
Date: 7/21/11

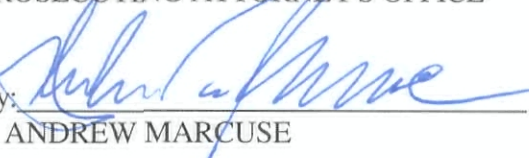
KING COUNTY

  
\_\_\_\_\_  
Kevin Desmond  
General Manager, Transit Division  
King County Department of Transportation  
Date: 7/1/11

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By:   
\_\_\_\_\_  
JAMES E. HANEY

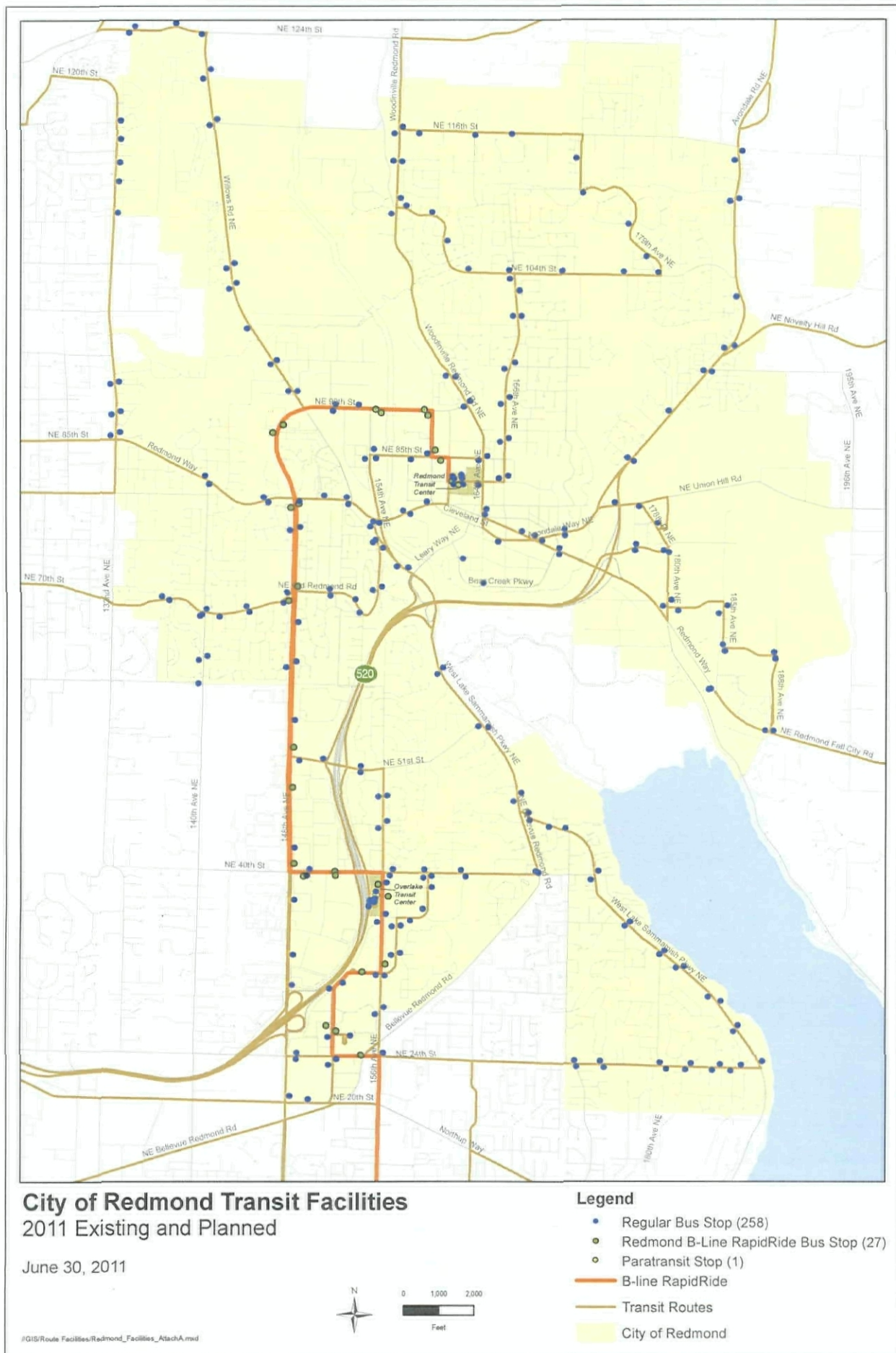
APPROVED AS TO FORM:  
PROSECUTING ATTORNEY'S OFFICE

By:   
\_\_\_\_\_  
ANDREW MARCUSE

King County Right of Way Use Authorization

**ATTACHMENT A**

**King County Transit Facilities**





June 2011

**Attachment A**  
**to Master Right-of-Way Use Authorization Agreement - Sheet 2**  
*Sorted by On Street, then Direction of Travel*

Count	Transit Facility #	Direction of Travel	On Street	Cross Street	Activation Date	Shelter	Facility Type <sup>1</sup>	Layover	Service Type <sup>2</sup>	Note
1	80514	N	132nd Ave NE	NE 114th St	5/15/1982	N	REGULAR	N	Regular	
2	80515	N	132nd Ave NE	NE 117th St	2/11/1984	Y	REGULAR	N	Regular	
3	81532	N	132nd Ave NE	NE 85th St	5/15/1980	N	REGULAR	N	Regular	
4	81534	N	132nd Ave NE	NE 88th St	5/15/1980	N	REGULAR	N	Regular	
5	81536	N	132nd Ave NE	NE 93rd St	5/15/1980	N	REGULAR	N	Regular	
6	81550	N	132nd Ave NE	NE 108th St	5/15/1980	N	REGULAR	N	Regular	
7	81552	N	132nd Ave NE	NE 110th Pl	5/15/1980	N	REGULAR	N	Regular	
8	81554	N	132nd Ave NE	NE 112th St	5/15/1980	N	REGULAR	N	Regular	
9	74223	S	132nd Ave NE	NE 85th St	10/13/2011	N	REGULAR	N	Regular	
10	81578	S	132nd Ave NE	NE 93rd St	5/15/1980	N	REGULAR	N	Regular	
11	81580	S	132nd Ave NE	NE 88th St	5/15/1980	N	REGULAR	N	Regular	
12	70874	N	140th Ave NE	NE 62nd St	5/15/1981	N	REGULAR	N	Regular	
13	70758	S	140th Ave NE	NE Old Redmond Rd	1/15/1981	N	REGULAR	N	Regular	
14	70760	S	140th Ave NE	NE 62nd St	1/15/1981	N	REGULAR	N	Regular	
15	70762	S	140th Ave NE	NE 61st St	1/15/1981	N	REGULAR	N	Regular	
16	73342	N	148th Ave NE	NE 40th St	7/2/2007	Y <sup>3</sup>	REGULAR	N	RapidRide	
17	73350	N	148th Ave NE	NE 51st St	3/15/1981	N	REGULAR	N	RapidRide	
18	73366	N	148th Ave NE	NE 46th St	3/15/1981	N	REGULAR	N	RapidRide	
19	73391	N	148th Ave NE	NE Old Redmond Rd	5/27/2004	N	REGULAR	N	RapidRide	
20	73410	N	148th Ave NE	NE Redmond Way	8/6/2007	N	REGULAR	N	RapidRide	
21	73412	N	148th Ave NE	NE 87th St	6/6/1992	N	REGULAR	N	RapidRide	
22	73362	N	148th Ave NE	NE 40th St	3/15/1981	N	REGULAR	N	Regular	Planned Closure
23	73300	N	148th Ave NE	NE 29th Pl	1/1/1998	N	REGULAR	N	Regular	
24	73310	N	148th Ave NE	NE 31st St	1/1/1960	N	REGULAR	N	Regular	
25	73340	N	148th Ave NE	NE 37th Pl	1/1/1960	Y	REGULAR	N	Regular	
26	73352	N	148th Ave NE	NE 55th St	8/3/2009	Y	REGULAR	N	Regular	
27	73368	N	148th Ave NE	NE 61st Way	1/1/1960	N	REGULAR	N	Regular	
28	73380	N	148th Ave NE	NE 66th St	3/15/1981	N	REGULAR	N	Regular	
29	73400	N	148th Ave NE	NE 78th St	1/1/1960	N	REGULAR	N	Regular	Planned Closure
30	73350	N	148th Ave NE	NE 51st St	3/15/1981	Y <sup>3</sup>	REGULAR	N	RapidRide	
31	74482	N	148th Ave NE	NE 20th St	9/1/1985	Y	REGULAR	N	Regular	
32	73108	S	148th Ave NE	NE 87th St	6/6/1992	Y	REGULAR	N	RapidRide	
33	73110	S	148th Ave NE	NE Redmond Way	1/1/1960	Y <sup>3</sup>	REGULAR	N	RapidRide	
34	73130	S	148th Ave NE	NE Old Redmond Rd	3/15/1981	Y	REGULAR	N	RapidRide	
35	73120	S	148th Ave NE	NE 76th St	9/15/1982	Y	REGULAR	N	Regular	Planned Closure
36	73152	S	148th Ave NE	NE 61st St	8/3/2009	N	REGULAR	N	Regular	
37	71326	N	152nd Ave NE	Overlake P&R AcRd	2/5/2011	N	REGULAR	N	RapidRide	
38	68392	N	152nd Ave NE	NE 31st St	2/5/2011	N	REGULAR	N	Regular	
39	68412	S	152nd Ave NE	NE 29th St	2/5/2011	N	REGULAR	N	Regular	
40	71331	S	152nd Ave NE	Overlake P&R Access Rd	10/13/2011	N	REGULAR	N	Regular	

<sup>1</sup>REGULAR - Passenger Activity  
 REG/LAY - Passenger Activity/Bus Staging  
 LAYOVER - BUS STAGING

<sup>2</sup>Regular - Non RapidRide Bus Service

Y<sup>3</sup> - Shelter to be Added for RapidRide Implementation 10/1/11

June 2011

**Attachment A**  
**to Master Right-of-Way Use Authorization Agreement - Sheet 2**  
*Sorted by On Street, then Direction of Travel*

Count	Transit Facility #	Direction of Travel	On Street	Cross Street	Activation Date	Shelter	Facility Type <sup>1</sup>	Layover	Service Type <sup>2</sup>	Note
41	84818	S	152nd Ave NE	NE 24th St	2/2/2002	N	REGULAR	N	Regular	
42	68495	N	154th Ave NE	NE 85th St	2/11/2006	N	REGULAR	N	Regular	
43	68496	S	154th Ave NE	NE 85th St	10/18/1993	Y	REGULAR	N	Regular	
44	68498	N	156th Ave NE	Overlake TC Access Rd	10/13/2011	Y <sup>3</sup>	REGULAR	N	RapidRide	Planned Install
45	68396	N	156th Ave NE	NE 36th St	8/7/1985	N	REGULAR	N	Regular	
46	68501	N	156th Ave NE	NE 40th St	11/12/2009	Y	REGULAR	N	Regular	Planned Closure
47	68393	N	156th Ave NE	NE 31st St	10/13/2011	N	REGULAR	N	Regular	
48	68406	N	156th Ave NE	NE 45th Ct	10/21/2006	N	REGULAR	N	Regular	
49	68463	N	156th Ave NE	NE 45th Ct	4/12/1993	N	REGULAR	N	Regular	
50	68784	N	156th Ave NE	NE 28th St	8/31/2010	Y	REGULAR	N	Regular	
51	68788	N	156th Ave NE	NE 24th St	10/13/2011	N	REGULAR	N	Regular	
52	68398	S	156th Ave NE	NE 40th St	5/12/2010	Y	REGULAR	N	RapidRide	
53	68391	S	156th Ave NE	NE 51st St	10/21/2006	Y	REGULAR	N	Regular	
54	68402	S	156th Ave NE	NE 36th St	8/7/1985	N	REGULAR	N	Regular	
55	68408	S	156th Ave NE	NE 31st St	3/22/2010	Y	REGULAR	N	Regular	
56	68462	S	156th Ave NE	NE 45th St	4/12/1993	Y	REGULAR	N	Regular	
57	68786	S	156th Ave NE	NE 28th St	6/1/1987	Y	REGULAR	N	Regular	
58	68397	N	159th Ave NE	NE 39th St	2/8/1986	Y	REGULAR	N	Regular	
59	68399	S	159th Ave NE	NE 40th St	6/13/1987	N	REGULAR	N	Regular	
60	68401	S	159th Ave NE	NE 36th Way	6/13/1987	Y	REGULAR	N	Regular	
61	68809	N	160th Ave NE	NE 85th St	11/10/2003	N	REGULAR	N	RapidRide	
62	74035	N	160th Ave NE	NE 106th St	1/29/1983	N	REGULAR	N	Regular	
63	74027	S	160th Ave NE	NE 90th St	7/2/2007	N	REGULAR	N	RapidRide	
64	73399	N	161st Ave NE	NE 83rd St	10/2/2010	N	LAYOVER	Y	Regular	
65	73635	N	164th Ave NE	NE 85th St	2/3/1990	N	REGULAR	N	Regular	
66	73637	N	164th Ave NE	NE 80th St	3/8/2008	Y	REGULAR	N	Regular	
67	73636	S	164th Ave NE	NE 85th St	2/3/1990	N	REGULAR	N	Regular	
68	73638	S	164th Ave NE	NE 83rd St	9/18/2010	N	REGULAR	N	Regular	
69	73960	N	166th Ave NE	NE 83rd St	1/1/1960	N	REGULAR	N	Regular	
70	73970	N	166th Ave NE	NE 87th St	1/1/1960	N	REGULAR	N	Regular	
71	73990	N	166th Ave NE	NE 91st St	1/1/1960	N	REGULAR	N	Regular	
72	74000	N	166th Ave NE	NE 95th St	1/1/1960	N	REGULAR	N	Regular	
73	74020	N	166th Ave NE	NE 100th St	1/1/1960	N	REGULAR	N	Regular	
74	74030	N	166th Ave NE	NE 102nd Pl	1/1/1960	N	REGULAR	N	Regular	
75	73560	S	166th Ave NE	NE 104th St	1/1/1960	N	REGULAR	N	Regular	
76	73570	S	166th Ave NE	NE 100th St	1/1/1960	N	REGULAR	N	Regular	
77	73590	S	166th Ave NE	NE 95th St	1/1/1960	N	REGULAR	N	Regular	
78	73600	S	166th Ave NE	NE 91st St	1/1/1960	N	REGULAR	N	Regular	
79	73620	S	166th Ave NE	NE 87th St	1/1/1960	N	REGULAR	N	Regular	
80	74144	S	172nd Ave NE	NE 115th Way	10/30/2010	N	REGULAR	N	Regular	

<sup>1</sup>REGULAR - Passenger Activity  
 REG/LAY - Passenger Activity/Bus Staging  
 LAYOVER - BUS STAGING

<sup>2</sup>Regular - Non RapidRide Bus Service

Y<sup>3</sup> - Shelter to be Added for RapidRide Implementation 10/1/11

June 2011

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Count	Transit Facility #	Direction of Travel	On Street	Cross Street	Activation Date	Shelter	Facility Type <sup>1</sup>	Layover	Service Type <sup>2</sup>	Note
81	74151	E	179th Ave NE	NE 105th St	9/16/2000	N	REGULAR	N	Regular	
82	74146	S	179th Ave NE	NE 108th Way	9/16/2000	N	REGULAR	N	Regular	
83	81762	N	180th Ave NE	NE 68th St	2/15/1992	N	REGULAR	N	Regular	
84	81802	N	180th Ave NE	NE 76th St	3/22/2010	N	REGULAR	N	Regular	
85	81764	S	180th Ave NE	NE 68th St	2/15/1992	N	REGULAR	N	Regular	
86	81791	S	180th Ave NE	NE 76th St	3/22/2010	N	REGULAR	N	Regular	
87	72291	N	185th Ave NE	NE 68th St	7/1/1993	N	REGULAR	N	Regular	
88	72304	S	185th Ave NE	NE 68th St	2/11/2006	N	REGULAR	N	Regular	
89	62337	N	188th Ave NE	Redmond Fall City Rd	3/22/2010	N	REGULAR	N	Regular	
90	72328	S	188th Ave NE	Redmond Fall City Rd	2/7/2009	N	REGULAR	N	Regular	
91	71868	N	Avondale Rd NE	Puget Power Trail Walk	2/9/2008	N	REGULAR	N	Regular	
92	72520	N	Avondale Rd NE	NE 85th Pl	1/1/1960	N	REGULAR	N	Regular	
93	72550	N	Avondale Rd NE	NE 95th St	1/1/1960	N	REGULAR	N	Regular	
94	72552	N	Avondale Rd NE	NE Novelty Hill Rd	10/21/2006	N	REGULAR	N	Regular	
95	72580	N	Avondale Rd NE	NE 116th St	1/1/1960	N	REGULAR	N	Regular	
96	71850	S	Avondale Rd NE	NE 116th St	1/1/1960	N	REGULAR	N	Regular	
97	71864	S	Avondale Rd NE	Unnamed	1/1/1960	N	REGULAR	N	Regular	
98	71870	S	Avondale Rd NE	NE 104th St	1/1/1960	N	REGULAR	N	Regular	
99	71876	S	Avondale Rd NE	NE Novelty Hill Rd	1/1/1989	Y	REGULAR	N	Regular	
100	71880	S	Avondale Rd NE	NE 95th St	1/1/1960	Y	REGULAR	N	Regular	
101	71890	S	Avondale Rd NE	180th Ave NE	1/1/1960	N	REGULAR	N	Regular	
102	71910	S	Avondale Rd NE	NE 85th Pl	1/1/1960	Y	REGULAR	N	Regular	
103	84013	E	Avondale Way NE	NE Redmond Way	5/15/1982	N	REGULAR	N	Regular	
104	84014	E	Avondale Way NE	170th Pl NE	5/15/1982	N	REGULAR	N	Regular	
105	80496	W	Avondale Way NE	170th Pl NE	5/15/1982	N	REGULAR	N	Regular	
106	80498	W	Avondale Way NE	NE Redmond Way	5/15/1982	N	REGULAR	N	Regular	
107	81755	N	Bear Creek P&R AcRd	178th Pl NE	2/4/1989	Y	REG/LAY	Y	Regular	
108	72308	N	Bear Creek Pkwy	NE 74th St	2/7/1998	N	REGULAR	N	Regular	
109	72299	W	Bear Creek Pkwy	164th Ave NE	2/7/1998	N	REGULAR	N	Regular	
110	72489	E	Cleveland St	166th Ave NE	9/18/2010	N	REGULAR	N	Regular	
111	70667	E	Microsoft Way	156th Ave NE	2/4/2011	N	REGULAR	N	Regular	
112	68424	N	Microsoft Way	Microsoft AcRd	3/22/2010	Y	REGULAR	N	Regular	
113	68426	N	Microsoft Way	NE 36th St	2/4/1989	N	REGULAR	N	Regular	
114	68423	S	Microsoft Way	Microsoft AcRd	3/22/2010	Y	REGULAR	N	Regular	
115	68427	S	Microsoft Way	NE 36th St	2/4/1989	N	REGULAR	N	Regular	
116	74037	W	NE 104th St	163rd Ave NE	1/29/1983	N	REGULAR	N	Regular	
117	74039	W	NE 104th St	166th Ave NE	1/29/1983	N	REGULAR	N	Regular	
118	74142	W	NE 104th St	176th Ave NE	9/16/2000	N	REGULAR	N	Regular	
119	74152	W	NE 104th St	170th Ave NE	9/16/2000	N	REGULAR	N	Regular	
120	74154	W	NE 104th St	179th Ave NE	10/3/2009	N	REGULAR	N	Regular	

<sup>1</sup>REGULAR - Passenger Activity  
 REG/LAY - Passenger Activity/Bus Staging  
 LAYOVER - BUS STAGING

<sup>2</sup>Regular - Non RapidRide Bus Service

Y<sup>3</sup> - Shelter to be Added for RapidRide Implementation 10/1/11

June 2011

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121	74033	W	NE 109th St	156th Ct NE	3/22/2010	N	REGULAR	N	Regular	
122	74034	W	NE 109th St	159th Ave NE	1/29/1983	N	REGULAR	N	Regular	
123	74147	E	NE 111th St	172nd Pl NE	4/28/2009	N	REGULAR	N	Regular	
124	73528	E	NE 116th St	Woodinville Redmond Rd	2/9/2008	N	REGULAR	N	Regular	
125	73533	E	NE 116th St	162nd Ave NE	10/30/2010	N	REGULAR	N	Regular	
126	73539	E	NE 116th St	167th Pl NE	10/30/2010	N	REGULAR	N	Regular	
127	74002	E	NE 124th St	134th Ct NE	10/13/2011	N	REGULAR	N	Regular	
128	74076	E	NE 124th St	Willows Rd NE	10/13/2011	N	REGULAR	N	Regular	
129	74004	W	NE 124th St	134th Ct NE	10/13/2011	N	REGULAR	N	Regular	
130	74074	W	NE 124th St	Willows Rd NE	10/13/2011	N	REGULAR	N	Regular	
131	74522	W	NE 20th St	152nd Ave NE	10/19/2006	N	REGULAR	N	Regular	
132	71360	E	NE 24th St	148th Ave NE	9/15/1982	Y	REGULAR	N	Regular	
133	71370	E	NE 24th St	152nd Ave NE	5/15/1981	Y	REGULAR	N	Regular	
134	71410	E	NE 24th St	173rd Ave NE	5/15/1981	N	REGULAR	N	Regular	
135	71420	E	NE 24th St	175th Ave NE	5/15/1981	N	REGULAR	N	Regular	
136	71430	E	NE 24th St	180th Pl NE	5/15/1981	N	REGULAR	N	Regular	
137	71440	E	NE 24th St	182nd Ave NE	5/15/1981	N	REGULAR	N	Regular	
138	71450	E	NE 24th St	184th Ave NE	5/15/1981	N	REGULAR	N	Regular	
139	71460	E	NE 24th St	186th Ave NE	5/15/1981	N	REGULAR	N	Regular	
140	71322	W	NE 24th St	NE Bellevue Redmond Rd	10/21/2006	Y <sup>3</sup>	REGULAR	N	RapidRide	
141	71210	W	NE 24th St	186th Ave NE	5/15/1981	N	REGULAR	N	Regular	
142	71220	W	NE 24th St	185th Pl NE	5/15/1981	N	REGULAR	N	Regular	
143	71230	W	NE 24th St	182nd Ave NE	5/15/1981	N	REGULAR	N	Regular	
144	71240	W	NE 24th St	180th Ave NE	5/15/1981	Y	REGULAR	N	Regular	
145	71250	W	NE 24th St	175th Ave NE	5/15/1981	Y	REGULAR	N	Regular	
146	71260	W	NE 24th St	173rd Ave NE	5/15/1981	N	REGULAR	N	Regular	
147	71340	W	NE 24th St	148th Ave NE	5/15/1981	Y	REGULAR	N	Regular	
148	68871	W	NE 31st St	156th Ave NE	2/5/2011	N	REGULAR	N	RapidRide	
149	68395	E	NE 36th St	NE 36th Way	2/8/1986	Y	REGULAR	N	Regular	
150	68404	E	NE 40th St	156th Ave NE	10/5/1987	N	REGULAR	N	Regular	
151	68405	E	NE 40th St	159th Ave NE	3/8/2008	N	REGULAR	N	Regular	
152	73089	E	NE 40th St	163rd Ave NE	3/22/2008	N	REGULAR	N	Regular	
153	71325	W	NE 40th St	152nd Ave NE	4/3/2010	N	REGULAR	N	RapidRide	
154	71329	W	NE 40th St	152nd Ave NE	4/3/2010	N	REGULAR	N	RapidRide	
155	68407	W	NE 40th St	163rd Ave NE	3/22/2008	N	REGULAR	N	Regular	
156	71327	W	NE 40th St	150th Ave NE	3/7/2009	N	REGULAR	N	Regular	
157	73059	W	NE 40th St	156th Ave NE	7/1/1996	N	REGULAR	N	Regular	
158	73077	W	NE 40th St	NE Bellevue Redmond Rd	4/5/2008	N	REGULAR	N	Regular	
159	73079	W	NE 40th St	158th Way NE	3/8/2008	N	REGULAR	N	Regular	
160	73407	E	NE 40th Street	148th Ave NE	10/13/2011	N	REGULAR	N	RapidRide	

<sup>1</sup>REGULAR - Passenger Activity  
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161	73167	E	NE 51st St	148th Ave NE	10/1/1992	Y	REGULAR	N	Regular	
162	73168	E	NE 51st St	154th Ave NE	8/7/1985	Y	REGULAR	N	Regular	
163	73188	W	NE 51st St	154th Ave NE	11/19/1999	Y	REGULAR	N	Regular	
164	73419	W	NE 51st St	SR 520 Ramp	10/21/2006	N	REGULAR	N	Regular	
165	72324	E	NE 65th St	185th Ave NE	10/4/2008	N	REGULAR	N	Regular	
166	72326	E	NE 65th St	188th Ave NE	12/12/2008	N	REGULAR	N	Regular	
167	62339	W	NE 65th St	188th Ave NE	3/22/2010	N	REGULAR	N	Regular	
168	62341	W	NE 65th St	185th Ave NE	3/22/2010	N	REGULAR	N	Regular	
169	63811	E	NE 68th St	180th Ave NE	5/31/1997	N	REGULAR	N	Regular	
170	72306	E	NE 76th St	177th PI NE	6/28/2008	N	REGULAR	N	Regular	
171	72305	W	NE 76th St	177th PI NE	10/25/2010	N	REGULAR	N	Regular	
172	98750	E	NE 83rd St	161st Ave NE	9/18/2010	N	REGULAR	N	RapidRide	
173	71951	E	NE 83rd St	164th Ave NE	6/12/2010	Y	REGULAR	N	Regular	
174	73227	E	NE 83rd St	161st Ave NE	6/12/2010	Y	REGULAR	N	Regular	
175	71961	W	NE 83rd St	161st Ave NE	6/12/2010	Y	REGULAR	N	RapidRide	
176	71954	W	NE 83rd St	161st Ave NE	9/18/2010	Y	REGULAR	N	Regular	
177	73630	W	NE 83rd St	166th Ave NE	1/1/1960	N	REGULAR	N	Regular	
178	73757	E	NE 85th St	161st Ave NE	10/5/2010	N	REGULAR	N	RapidRide	
179	73848	E	NE 85th St	154th Ave NE	6/6/1992	N	REGULAR	N	Regular	
180	73849	E	NE 85th St	158th Ave NE	6/6/1992	N	REGULAR	N	Regular	
181	73758	W	NE 85th St	160th Ave NE	5/15/2010	N	REGULAR	N	Regular	
182	73872	E	NE 90th St	154th Ave NE	10/13/2011	N	REGULAR	N	RapidRide	
183	73868	E	NE 90th St	151st Ave NE	10/1/1992	N	REGULAR	N	Regular	Planned Closure
184	68805	W	NE 90th St	160th Ave NE	10/30/2006	N	REGULAR	N	RapidRide	
185	73853	W	NE 90th St	154th Ave NE	10/13/2011	N	REGULAR	N	RapidRide	
186	73865	W	NE 90th St	154th Ave NE	2/11/2006	N	REGULAR	N	Regular	Planned Closure
187	73867	W	NE 90th St	151st Ave NE	2/11/2006	N	REGULAR	N	Regular	Planned Closure
188	73091	N	NE Bellevue Redmond Rd	NE 40th St	4/5/2008	N	REGULAR	N	Regular	
189	72380	E	NE Old Redmond Rd	137th Ave NE	4/30/2011	N	REGULAR	N	Regular	
190	72390	E	NE Old Redmond Rd	140th Ave NE	3/19/2011	N	REGULAR	N	Regular	
191	72392	E	NE Old Redmond Rd	140th PI NE	3/19/2011	N	REGULAR	N	Regular	
192	72400	E	NE Old Redmond Rd	143rd Ave NE	4/2/2011	N	REGULAR	N	Regular	
193	72410	E	NE Old Redmond Rd	147th Ct NE	3/19/2011	N	REGULAR	N	Regular	
194	72435	E	NE Old Redmond Rd	151st Ave NE	5/15/1982	N	REGULAR	N	Regular	
195	72442	E	NE Old Redmond Rd	NE 68th St	9/15/1982	N	REGULAR	N	Regular	
196	72444	N	NE Old Redmond Rd	NE 70th St	9/15/1982	N	REGULAR	N	Regular	
197	72446	N	NE Old Redmond Rd	West Lake Sammamish Way NE	10/21/2006	N	REGULAR	N	Regular	
198	71981	S	NE Old Redmond Rd	West Lake Sammamish Way NE	10/21/2006	N	REGULAR	N	Regular	
199	71985	S	NE Old Redmond Rd	NE 70th St	9/15/1982	N	REGULAR	N	Regular	
200	71990	W	NE Old Redmond Rd	NE 68th St	9/15/1982	Y	REGULAR	N	Regular	

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<sup>3</sup>Y - Shelter to be Added for RapidRide Implementation 10/1/11

June 2011

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201	72005	W	NE Old Redmond Rd	151st Ave NE	9/15/1982	N	REGULAR	N	Regular	
202	72015	W	NE Old Redmond Rd	148th Ave NE	4/2/2011	N	REGULAR	N	Regular	
203	72030	W	NE Old Redmond Rd	143rd Ct NE	3/19/2011	N	REGULAR	N	Regular	
204	72040	W	NE Old Redmond Rd	140th Ave NE	3/19/2011	Y	REGULAR	N	Regular	
205	72050	W	NE Old Redmond Rd	137th Ave NE	3/19/2011	Y	REGULAR	N	Regular	
206	72307	E	NE Union Hill Rd	178th Pl NE	9/20/1997	N	REGULAR	N	Regular	
207	72309	W	NE Union Hill Rd	Avondale Rd NE	9/20/1997	N	REGULAR	N	Regular	
208	71328	N	Overlake P&R AcRd	152nd Ave NE	10/21/2006	N	REG/LAY	Y	Regular	
209	99803	N	Overlake TC AcRd	156th Ave NE	4/17/2010	N	REG/LAY	Y	Regular	
210	99801	N	Overlake TC AcRd	156th Ave NE	4/17/2010	N	LAYOVER	Y	Regular	
211	99802	N	Overlake TC AcRd	156th Ave NE	4/17/2010	N	LAYOVER	Y	Regular	
212	71337	S	Overlake TC AcRd	156th Ave NE	2/12/2005	N	PARATRANSIT	N	Paratransit	
213	71333	S	Overlake TC AcRd	156th Ave NE	5/12/2010	Y	REG/LAY	Y	Regular	
214	71332	S	Overlake TC AcRd	156th Ave NE	9/20/2010	Y	REGULAR	N	Regular	
215	71334	S	Overlake TC AcRd	156th Ave NE	5/12/2010	Y	REGULAR	N	Regular	
216	98756	N	Redmond Transit Center AcRd	NE 83rd St	2/23/2011	N	LAYOVER	Y	Regular	
217	71960	S	Redmond Transit Center AcRd	NE 82nd St	6/12/2010	Y	REGULAR	N	Regular	
218	98754	W	Redmond Transit Center AcRd	NE 83rd St	2/23/2011	N	LAYOVER	Y	Regular	
219	72317	E	Redmond Way	170th Ave NE	1/1/1998	N	REGULAR	N	Regular	
220	72452	E	Redmond Way	159th Pl NE	5/15/1981	N	REGULAR	N	Regular	
221	73418	E	Redmond Way	140th Ave NE	2/11/2008	N	REGULAR	N	Regular	
222	73420	E	Redmond Way	148th Ave NE	1/1/1960	N	REGULAR	N	Regular	
223	73425	E	Redmond Way	Willows Rd NE	2/23/1984	N	REGULAR	N	Regular	
224	73430	E	Redmond Way	West Lake Sammamish Pkwy NE	10/21/2006	N	REGULAR	N	Regular	
225	73432	E	Redmond Way	West Lake Sammamish Way NE	10/21/2006	N	REGULAR	N	Regular	
226	73945	E	Redmond Way	145th Ave NE	3/1/1991	N	REGULAR	N	Regular	
227	72329	N	Redmond Way	185th Ave NE	2/7/2009	N	REGULAR	N	Regular	
228	62329	S	Redmond Way	185th Ave NE	3/22/2010	N	REG/LAY	Y	Regular	
229	71950	W	Redmond Way	NE 79th St	1/1/1960	N	REGULAR	N	Regular	
230	71970	W	Redmond Way	160th Ave NE	4/17/2010	Y	REGULAR	N	Regular	
231	71971	W	Redmond Way	159th Pl NE	4/6/2007	N	REGULAR	N	Regular	
232	72318	W	Redmond Way	170th Ave NE	1/1/1998	N	REGULAR	N	Regular	
233	73095	W	Redmond Way	Willows Rd NE	2/23/1984	Y	REGULAR	N	Regular	
234	73100	W	Redmond Way	149th Pl NE	1/1/1960	Y	REGULAR	N	Regular	
235	73106	W	Redmond Way	145th Ave NE	5/15/1981	N	REGULAR	N	Regular	
236	73112	W	Redmond Way	140th Ave NE	2/11/2008	N	REGULAR	N	Regular	
237	81758	W	Redmond Way	168th Ave NE	5/15/1981	Y	REGULAR	N	Regular	
238	71470	N	West Lake Sammamish Pkwy NE	NE 24th St	5/15/1981	N	REGULAR	N	Regular	
239	71480	N	West Lake Sammamish Pkwy NE	NE 27th St	5/15/1981	N	REGULAR	N	Regular	
240	71490	N	West Lake Sammamish Pkwy NE	NE 27th St	5/15/1981	N	REGULAR	N	Regular	

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241	71500	N	West Lake Sammamish Pkwy NE	180th Ave NE	10/21/2006	N	REGULAR	N	Regular	
242	71510	N	West Lake Sammamish Pkwy NE	180th Ave NE	5/15/1981	N	REGULAR	N	Regular	
243	71520	N	West Lake Sammamish Pkwy NE	177th Ave NE	5/15/1981	N	REGULAR	N	Regular	
244	71530	N	West Lake Sammamish Pkwy NE	NE 40th St	5/15/1981	N	REGULAR	N	Regular	
245	71540	N	West Lake Sammamish Pkwy NE	NE 45th St	5/15/1981	N	REGULAR	N	Regular	
246	71542	N	West Lake Sammamish Pkwy NE	NE Bellevue Redmond Rd	10/21/2006	N	REGULAR	N	Regular	
247	71544	N	West Lake Sammamish Pkwy NE	NE 48th St	5/15/1981	N	REGULAR	N	Regular	
248	71546	N	West Lake Sammamish Pkwy NE	NE 51st St	5/15/1981	N	REGULAR	N	Regular	
249	71974	N	West Lake Sammamish Pkwy NE	NE Marymoor Way	8/3/2009	N	REGULAR	N	Regular	
250	72458	N	West Lake Sammamish Pkwy NE	Leary Way	5/30/1986	N	REGULAR	N	Regular	
251	71120	S	West Lake Sammamish Pkwy NE	NE Bellevue Redmond Rd	10/21/2006	N	REGULAR	N	Regular	
252	71130	S	West Lake Sammamish Pkwy NE	171st Ave NE	5/15/1981	Y	REGULAR	N	Regular	
253	71140	S	West Lake Sammamish Pkwy NE	NE 40th St	5/15/1981	Y	REGULAR	N	Regular	
254	71150	S	West Lake Sammamish Pkwy NE	177th Ave NE	5/15/1981	N	REGULAR	N	Regular	
255	71160	S	West Lake Sammamish Pkwy NE	180th Ave NE	5/15/1981	N	REGULAR	N	Regular	
256	71170	S	West Lake Sammamish Pkwy NE	180th Ave NE	10/21/2006	N	REGULAR	N	Regular	
257	71180	S	West Lake Sammamish Pkwy NE	NE 27th St	5/15/1981	N	REGULAR	N	Regular	
258	71190	S	West Lake Sammamish Pkwy NE	NE 27th St	5/15/1981	N	REGULAR	N	Regular	
259	71976	S	West Lake Sammamish Pkwy NE	NE Marymoor Way	8/3/2009	N	REGULAR	N	Regular	
260	71982	S	West Lake Sammamish Pkwy NE	NE 51st St	5/15/1981	N	REGULAR	N	Regular	
261	71984	S	West Lake Sammamish Pkwy NE	NE 48th St	5/15/1981	N	REGULAR	N	Regular	
262	72456	S	West Lake Sammamish Pkwy NE	Leary Way	5/30/1986	Y	REGULAR	N	Regular	
263	71980	S	West Lake Sammamish Way NE	NE Redmond Way	10/21/2006	N	REGULAR	N	Regular	
264	72455	S	West Lake Sammamish Way NE	NE Old Redmond Rd	3/1/2002	N	REGULAR	N	Regular	
265	63812	N	Willows Rd NE	NE 95th St	8/3/2009	N	REGULAR	N	Regular	
266	74001	N	Willows Rd NE	NE 116th St	4/7/2010	N	REGULAR	N	Regular	
267	74008	N	Willows Rd NE	NE 102nd St	4/7/2010	N	REGULAR	N	Regular	
268	74011	N	Willows Rd NE	NE 102nd St	4/7/2010	N	REGULAR	N	Regular	
269	74012	N	Willows Rd NE	NE 124th St	4/7/2010	N	REGULAR	N	Regular	
270	74017	N	Willows Rd NE	NE 91st St	4/12/1993	N	REGULAR	N	Regular	
271	74003	S	Willows Rd NE	NE 116th St	4/7/2010	N	REGULAR	N	Regular	
272	74005	S	Willows Rd NE	NE 102nd St	10/21/2006	N	REGULAR	N	Regular	
273	74013	S	Willows Rd NE	NE 102nd St	10/21/2006	N	REGULAR	N	Regular	
274	74014	S	Willows Rd NE	NE 124th St	10/21/2006	N	REGULAR	N	Regular	
275	74016	S	Willows Rd NE	NE 95th St	8/3/2009	Y	REGULAR	N	Regular	
276	74019	S	Willows Rd NE	NE 91st St	4/12/1993	N	REGULAR	N	Regular	
277	74044	S	Willows Rd NE	NE 100th Ct	3/1/2010	N	REGULAR	N	Regular	
278	73522	N	Woodinville Redmond Rd	NE 116th St	2/9/2008	N	REGULAR	N	Regular	
279	74032	N	Woodinville Redmond Rd	NE 113th Ct	5/10/1984	N	REGULAR	N	Regular	
280	74041	N	Woodinville Redmond Rd	NE 109th St	6/27/1994	N	REGULAR	N	Regular	

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281	73532	S	Woodinville Redmond Rd	NE 116th St	12/1/2007	N	REGULAR	N	Regular	
282	73534	S	Woodinville Redmond Rd	NE 113th Ct	5/10/1984	N	REGULAR	N	Regular	
283	74080	N	Woodinville Redmond Rd NE	NE 90th St	4/30/2011	N	REGULAR	N	Regular	
284	74082	N	Woodinville Redmond Rd NE	Unnamed	2/15/1992	N	REGULAR	N	Regular	
285	74042	S	Woodinville Redmond Rd NE	154th Pl NE	6/27/1994	N	REGULAR	N	Regular	
286	74084	S	Woodinville Redmond Rd NE	NE 98th St	2/15/1992	N	REGULAR	N	Regular	
287	74086	S	Woodinville Redmond Rd NE	NE 90th St	4/30/2011	N	REGULAR	N	Regular	

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King County Right of Way Use Authorization

**ATTACHMENT B**

**City of Redmond's Application Procedure for Right of Way Use Permits**

### **Application Procedure for Right of Way Use Permits**

A. Whenever the County shall commence any work within a public way, regardless of whether excavation is required, it shall apply to the City for a Right-of-Way Use Permit to do so and, in addition, shall give the City at least 10 working days notice of the County's intent to commence work in the public ways. The County shall file plans or maps with the City showing the proposed location of its Transit Facilities and pay all duly established permit and inspection fees associated with the processing of the permit. In no case shall any work commence within any public way without said permit. However, nothing shall prohibit the City and the County from agreeing to alternative plan review and construction procedures for County facilities to be built, installed, constructed, developed, excavated, maintained, operated, repaired or replaced pursuant to that certain Master Right of Way Use Agreement between the City of Redmond and King County Metro ("Agreement"), provided such alternative procedures provide for substantially equivalent safeguards and responsible construction practices. During the progress of the work, the County shall not unnecessarily obstruct the passage or proper use of the public ways, and all work by the County in any area covered by the Agreement and as described in this application procedure shall be performed in accordance with City of Redmond Public Works Construction Standards and warranted for a period of one year following acceptance of the work by the City. The City agrees to process permits and provide inspections promptly.

B. In the event of an unexpected repair or emergency, the County may commence such repair and emergency response work as required under the circumstances, provided the County shall notify the City as promptly as possible, before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable.

#### **C. Right of Way Use Applications.**

1. Applications for right-of-way use permits to install, maintain, repair and remove County facilities shall be submitted to the Public Works Director upon forms to be provided by the City and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:

a. That the installation, maintenance, repair or removal of County facilities will be in accordance with all applicable codes, rules and regulations;

b. The location of County's existing facilities, conduits, ducts, pipes, mains, and installations which are within the public ways in the location proposed by the applicant. Vertical location shall be provided for proposed crossings of all existing utilities that will be crossed;

c. The construction methods to be employed for protection of existing structures, fixtures, and other facilities within or adjacent to the public ways;

d. The location, dimension and types of all trees within or adjacent to the public ways at the location proposed by the County, together with a landscape plan for protecting, trimming, removing, replacing and restoring any trees or areas to be disturbed during construction;

e. Proposed construction schedule and work hours which may be limited by the City (including the requirement of working at night for traffic flow and other public health, safety and welfare related issues);

f. The location of all survey monuments which may be displaced or disturbed by the proposed construction; and

g. Whether the proposed use is in compliance or would be compliant with the Agreement and any other applicable regulations with respect to use and management of public ways.

2. All applications for right-of-way use permits shall be submitted at least thirty (30) days prior to the need for the right-of-way use permit. Applications for complex projects should be submitted at least one hundred twenty (120) days prior to the planned need for the right-of-way use permit. If unforeseen conditions or circumstances require expedited processing time, the City will reasonably attempt to cooperate where practicable, but additional fees to cover additional costs to the City shall be charged.

3. Engineer's Certification: Where required by the Public Works Director and if in accordance with State law, right-of-way use permit applications shall be accompanied by drawings, plans and specifications bearing the certification of a registered professional engineer.

4. Traffic Control Plan: All right-of-way use permit applications which involve work on, in, under, across, or along any public ways shall be accompanied by a traffic control plan demonstrating the protective measures and devices that will be employed, consistent with the Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic.

D. Issuance of Permit.

1. Subject to the requirements above, applications for right-of-way use permits shall be approved or denied within a reasonable time after submission of a complete application, generally not to exceed thirty (30) days, unless otherwise provided by State law or unless the County consents to a longer period of time. In the event that processing a right-of-way use permit takes longer than the time period specified herein, the City shall notify the County in writing of the amount of time required to process the right-of-way use permit and the reasons therefor.

2. After submission of all plans and documents required of the County and payment of required right-of-way use permit fees, and when the Public Works Director is satisfied that the applications, plans and documents comply with all requirements of the Agreement, he or she shall issue the right-of-way use permit subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as he or she may deem reasonably necessary or appropriate. In the event that a right-of-way use permit is denied, the Public Works Director shall set forth the reasons therefor in writing.

3. The decision to grant, grant with conditions consistent with the Agreement that are reasonably necessary to assure compliance with the Agreement or other applicable regulations relating to use and management of the rights-of-way, or deny an application for a right-of-way use permit shall be based upon the following standards:

- a. The capacity of the public ways to accommodate the County's proposed facilities;
- b. The capacity of the public ways to accommodate known additional public improvements, if the right-of-way use permit is granted;
- c. The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the right-of-way permit is granted;
- d. The need to minimize the impact and disruption of construction within the public ways;
- e. The effect, if any, on public health, safety and welfare if the right-of-way use permit is granted;
- f. The scope of the City's authority to condition or deny the proposal under applicable federal and state laws;
- g. Whether the proposed use of the public ways is in compliance or would be compliant with the Agreement and any other applicable regulations relating to the use and management of the public ways.

E. Appeal of Director's Decision: If the County is aggrieved by the denial or conditioning of a right-of-way use permit pursuant to the Agreement, it shall have the right to appeal to the City pursuant to the procedures set forth in Redmond Community Development Guide 20F.30.30.

F. Compliance with Right-of-Way Use Permit: All construction practices and activities shall be in accordance with the right-of-way use permit and approved final plans and specifications for the Transit Facilities. The Public Works Director and his or her representatives shall be provided access to the work and such further information regarding construction

activities in the public ways, other ways and City property as he or she may require to ensure compliance with such requirements.

G. Compliance with One Number Locator Service: The County shall, before commencing any construction in the public ways, comply with all regulations of Chapter 19.122 RCW, the One Number Locator Service.

H. Construction Codes: Construction of County facilities with respect to public ways shall be developed, installed, excavated, maintained, repaired and replaced in accordance with all applicable federal, state and local codes, rules and regulations.

I. Display of Right-of-Way Use Permit: The County shall maintain a copy of the right-of-way use permit and approved plans at the construction site, which shall be displayed and made available for inspection by the Public Works Director at all times when construction work is occurring.

J. Survey of Underground Facilities: If the approved plans or right-of-way use permit specifies the location of underground facilities by depth, line, grade, proximity to other underground facilities or other standard and if requested by the City, the County, at its cost, shall cause the location of such underground facilities to be verified by record drawings, pre-construction locates, a state-registered land surveyor or by other means of locating as agreed upon by the City and the County. The County may be required to relocate any underground facilities which are not located in compliance with the approved plans or right-of-way use permit requirements.

K. Noncomplying Work: Upon order of the Public Works Director, all work which does not comply with the right-of-way use permit, the approved plans and specifications for the work, or other applicable regulations relating to the use and management of the public ways, shall be remedied or removed.

L. Completion and Warranty of Construction:

1. The County shall promptly complete all construction activities so as to minimize disruption of the public ways. All construction work authorized by a right-of-way use permit within public ways, including restoration, must be completed within 120 days of the date of issuance unless an extension of such period is granted by the Public Works Director. There may be a thirty (30) day extension if the County can adequately demonstrate to the Public Works Director that the extension is necessitated due to inclement weather with such approval not to be unreasonably withheld.

2. The County shall warrant all construction, installation, improvements, repair, relocation, removal, or maintenance authorized or required by the Agreement for a period of one (1) year following acceptance of the work by the City. The purpose is to insure the work is free of defects and to guarantee completion or removal of partially completed and/or non-conforming facilities and other improvements installed by the Grantee, or removal of such facilities upon expiration, termination, or revocation of the

Master Right of Way Use Agreement between the City and the County, and to fully restore the City's public ways to their pre-construction condition.

M. Above-ground Facilities: Installation in the public ways of numerous above-ground facilities by the County may create safety hazards and adverse visual impacts. Consequently, the Public Works Director, in consultation with the Planning Director, is authorized to impose reasonable conditions in order to mitigate those potential adverse impacts that may result, whether on an individual or a cumulative basis, from permitted above-ground facilities. Those conditions may include or relate to, without limitation, the following:

1. Prior to issuance of the requisite right-of-way use permits, all above-ground facilities proposed to be installed by the County must be clearly delineated on the plans when they are submitted for the City's review.
2. The subsequent design and installation by qualified professionals of landscaping and barriers per City development guidelines of those above-ground facilities while maintaining necessary sight lines for motorists and pedestrians.
3. The maintenance of all above-ground facilities in good condition, including compliance with the City's requirements or ordinances regarding graffiti removal.
4. Reasonable limitations upon the number of above-ground facilities that may be installed within a designated geographical area.
5. Reasonable limitations upon the dimensions or volumes, or both, of above-ground facilities.
6. The specification of colors of above-ground facilities reasonably requested by the City to ensure that these facilities blend with the surrounding environment to the maximum extent possible and taking into account the manufacturer's available color selection.
7. Such additional conditions regulating the time, place, and manner of installations of above-ground facilities as will reasonably mitigate potential safety hazards and adverse visual impacts attributable to these facilities.
8. The County may not place lights, signs, or symbols without prior approval from the City, which approval shall not be unreasonably withheld.

N. If either the City or the County shall, at any time, plan to make excavations in any area covered by the Agreement and as described in this Section N, the Party planning such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

1. Such joint use shall not unreasonably delay the work of the Party causing the

excavation to be made;

2. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties; and

3. Either Party may deny such request for safety reasons.

4. The joint use provisions of this Section N shall apply only to joint use by the City and the County. Nothing in this Section N is intended to require the County to afford other similar users the opportunity to share the County's excavations. The provisions of this Section N shall survive the expiration, revocation, or termination of any permit issued to the County.

O. In the event City desires to design new streets or intersections, renovate existing streets, or make any other public improvements, the County shall at the City's reasonable request, provide the location of the County's underground facilities by either field markings or by locating the facilities on the City's design drawings, and shall provide all other reasonable cooperation and assistance to the City. The County can arrange with contractors performing work for the City to complete work for the County.

P. The County shall not excavate for a distance of more than one hundred feet (100'), or a length otherwise approved by the City, without immediately backfilling and compacting to surface grade and City standards. Backfilled trench areas within a driving lane must be patched, either temporarily or permanently, before the end of the work day in which they have been opened. Trench areas within the public ways, but not within a driving lane, must also be patched within the time limits specified by the City on the Right-of-Way Use Permit. Final surface restoration shall be completed within thirty (30) days and shall be equal to or better than the surface conditions prior to permit issuance.

Q. Any asphalt overlay installed during the five (5) year-period immediately prior to the date of permit application shall not be open cut by the County unless required by an emergency or otherwise approved by the City. The County shall install new asphalt overlay on any street that is open cut, whether in an emergency or otherwise, according to the following standards:

1. For a parallel (longitudinal) open cut confined to one lane that does not come within two feet (2') of another lane, the County shall install new asphalt overlay for the entire lane for the length of the open cut plus an additional five feet (5') from both ends of the open cut. If within two feet (2') of another lane, the County shall install new asphalt overlay for both lanes for the length of the open cut plus an additional five feet (5') from both ends of the open cut. In either case the length of the overlay shall be a minimum of fifty feet (50').

2. For a perpendicular (transverse) open cut, the County shall install new asphalt overlay for all lanes affected by the open cut, including lanes within two feet (2') of either end of the open cut, for a minimum of fifty feet (50') (twenty-five feet (25') in each

direction).

3. Installation of new asphalt overlay by the County shall include a two-inch (2") grind for the length of the prescribed overlay.

R. Landscape Restoration.

1. All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation, maintenance, repair, or replacement of Transit Facilities shall be replaced or restored as nearly as may be practicable, to the condition existing prior to performance of work.

2. All landscape restoration work within the public ways shall be done in accordance with landscape plans approved by the Planning Director.